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Attorneys for Perkins Coie LLP

The Honorable Frederick P. Corbit
Chapter: 7

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In Re:

GIGA WATT, INC.,

Debtor.

No. 18-03197-FPC7

**STATEMENT AND
OBJECTIONS OF PERKINS
COIE, LLP TO MOTION FOR
ORDER TO SHOW CAUSE**

Perkins Coie LLP ("Perkins") responds and objects as follows to the Trustee's
Motion for Order to Show Cause:

A. Perkins Has No Interest in the Outcome of This Dispute.

Perkins is not a creditor of the Estate and has asserted no claim for affirmative relief against the Estate. Accordingly, for purposes of this motion, Perkins is not asserting a position regarding who, between the Trustee and Jun Dam, owns the claims being asserted in the Adversary Proceeding brought by the Trustee in this bankruptcy and the Class Action brought by Jun Dam in the District Court.

B. This Motion Should Not Be Used to Resolve Issues in the Adversary Proceeding or Class Action.

STATEMENT AND OBJECTIONS OF PERKINS COIE, LLP TO
MOTION FOR ORDER TO SHOW CAUSE - 1

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1 However, many of the assertions made in support of the Trustee's motion for an
2 order to show cause are disputed by Perkins Coie, LLP, both in the Adversary
3 Proceeding and in the Class Action. To the extent that this motion turns on those
4 disputed issues, Perkins has had no meaningful opportunity, yet, to conduct discovery
5 to gather evidence for any type of contested hearing where evidence is taken to make
6 findings. Factual issues, and mixed issues of fact and law, which are pertinent to the
7 resolution of the Adversary Proceeding and the Class Action should be determined in
8 those proceedings according to the applicable case schedules. This motion should not
9 be used as a mechanism to short circuit the resolution of disputed issues in a manner
10 allegedly binding on Perkins.
11

12 For illustrative purposes, Perkins, offers the following non-exhaustive examples
13 of express or implied assertions, made in support of the Trustee's motion, which are
14 disputed, and which may be relevant to the Adversary and Class Action lawsuits:
15

- 16 1. Was there an escrow agreement and, if so, what were its terms?
- 17 2. If there was an escrow agreement, was the Debtor an intended beneficiary?
- 18 3. To what extent were crypto-mining facilities constructed by Debtor?
- 19 4. Were all of the proceeds of token sales used for construction of crypto-
20 mining facilities as Debtor represented to the Securities Exchange
21 Commission?
22 5. Were Debtor and Giga Watt Pte. Ltd. in a partnership?
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1 6. Did the sale of digital tokens by Giga Watt Pte. Ltd. constitute the sale of
2
3 a security within the meaning of various state or federal securities laws?

4 7. If the answer to question number 6 is “yes”, do securities laws enacted in
5 the United States apply to all sales of tokens, given that Giga Watt Pte. Ltd. was
6 located in Singapore, many token purchasers are located in foreign countries, and the
7 Token Purchase Agreement specifies application of Singapore law?

8 8. To the extent that sales of tokens by Giga Watt Pte Ltd are subject to
9 securities laws enacted in the United States, can Debtor have any potential liability
10 under such laws given that it neither sold nor marketed the tokens?
11

12 **C. Conclusion.**

13 Perkins has had no opportunity to conduct any discovery on these or other
14 relevant issues. Resolution of these issues for purposes of the Adversary Proceeding
15 and Class Action should occur in those actions according to the schedules and
16 procedures adopted therein. Perkins, therefore, objects to any findings being made in
17 connection with the pending matter that would be binding on Perkins in the Adversary
18 Proceedings or the Class Action.
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1 DATED this 13th day of July, 2021.

2 BYRNES KELLER CROMWELL LLP

3 By /s/ Bradley S. Keller

4 Bradley S. Keller, WSBA #10665

5 By /s/ Ralph E. Cromwell, Jr.

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